

Provincial Collective Bargaining Agreement

Effective September 1, 2010 to August 31, 2013

Between the
Boards of Education and the
Government of Saskatchewan
and the
Teachers of Saskatchewan

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Preamble

The Saskatchewan Teachers' Federation, the Saskatchewan School Boards Association and the Government of Saskatchewan affirm their commitments to a culture that holds the greater good of publicly funded education at the forefront of their behaviours.

The relationships in this culture are characterized by cooperation, trust, mutual respect and transparency while seeking common understandings.

The parties to this Agreement recognize the value of collaborative processes in support of negotiations in matters that are outlined in legislation and any other matters that we jointly agree to bargain.

Article One

Application of Agreement

- 1.1** This Provincial Collective Bargaining Agreement, hereafter referred to as “this Agreement,” negotiated in accordance with *The Education Act, 1995*, shall be binding upon all teachers and boards of education in the Province of Saskatchewan and upon the Government of Saskatchewan.
- 1.2 Effective Date**
- 1.2.1 Subject to 1.2.2 this Provincial Collective Bargaining Agreement shall be effective from September 1, 2010 to August 31, 2013 and thereafter until revised in accordance with *The Education Act, 1995*.
- 1.2.2 Where the first school day of the school year in any school or school division falls prior to September 1, this Agreement is in effect in that school or school division until the day immediately prior to the first school day of the school year.
- Provided that the parties to this Agreement may, by mutual consent, revise any provision of this Agreement during the term of this Agreement.
- 1.3** Unless the context otherwise requires, all words, names and expressions used in this Agreement shall have the same meaning attached to them as are expressed or implied in *The Education Act, 1995* and the regulations thereunder.
- 1.4** Any reference in this Agreement to a board of education or board is deemed to include the Conseil scolaire fransasksois.
- 1.5** *The Interpretation Act, 1995* shall apply.
- 1.6** The exclusive representatives of the parties to this Agreement are the two bargaining committees appointed from time to time pursuant to Section 234 of *The Education Act, 1995*, and these representatives shall have the sole authority for negotiating from time to time for the settlement of grievances covered by the Agreement and for the appointment of members of an arbitration board pursuant to Section 261 of *The Education Act, 1995*.

Article Two

Salaries of Teachers

2.1 The annual rate of salary of all full-time teachers for the period September 1, 2010 to August 31, 2013 shall be determined by the application of the following schedules according to the regulations governing the classification of teachers and the provisions of Article 3 hereof. For the purposes of this Agreement, salary shall include the annual rate of basic salary specified in Clauses 2.1.1, 2.1.2 and 2.1.3.

2.1.1 For purposes of the schedules set out below and as detailed in the Step Placement Chart, Appendix F:

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2010 will be assigned to the same class and step in the salary grid in effect September 1, 2010 unless the teacher qualifies for an increment.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2010 will be assigned to Step 1.
- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2010; the first time the teacher begins teaching after September 1, 2010, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (f) A teacher is placed at Step 15 at the commencement of 15 years of service in accordance with Article 3.

The annual rate of basic salary of all full-time teachers for the period September 1, 2010 to August 31, 2011 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	40277	40277	40277	40277	48296	51034	54373
2		41333	41333	41333	50182	52977	56390
3		43081	43081	43081	52894	55793	59337
4		44827	44827	44827	55603	58610	62284
5		46576	46576	46576	58314	61427	65231
6		48320	48320	48320	61024	64242	68179
7		50069	50069	50069	63737	67057	71125
8		51816	51816	51816	66448	69874	74073
9		53564	53564	53564	69158	72689	77019
10		55309	55309	55309	72982	76617	81081
15		57537	57537	57537	75370	79040	83544

2.1.2 For purposes of the schedules set out below and as detailed in the Step Placement Chart, Appendix F:

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2011 will be assigned to the same class and step in the salary grid in effect September 1, 2011 unless the teacher qualifies for an increment.
 - i) Effective September 1, 2011, a teacher is placed at Step 11 at the commencement of 11 years of service in accordance with Article 3. In addition, all teachers with greater than 11 years of service shall be placed at Step 11.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2011 will be assigned to Step 1.

- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2011; the first time the teacher begins teaching after September 1, 2011, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

The annual rate of basic salary of all full-time teachers for the period effective September 1, 2011 to August 31, 2012 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	42087	42087	42087	42087	50467	53327	56815
2		43581	43581	43581	52722	55668	59262
3		45128	45128	45128	55078	58111	61815
4		46730	46730	46730	57540	60662	64477
5		48388	48388	48388	60111	63325	67254
6		50106	50106	50106	62798	66105	70150
7		51884	51884	51884	65604	69007	73171
8		53726	53726	53726	68536	72036	76323
9		55633	55633	55633	71599	75198	79610
10		57607	57607	57607	74799	78499	83038
11		59652	59652	59652	78143	81945	86614

2.1.3 For purposes of the schedules set out below and as detailed in the Step Placement Chart, Appendix F:

- (a) Any teacher who was assigned to a class and step on the salary grid in effect on August 31, 2012 will be assigned to the same class and step in the salary grid in effect September 1, 2012 unless the teacher qualifies for an increment.
- (b) Any teacher who has no teaching experience and who begins teaching in Saskatchewan on or after September 1, 2012 will be assigned to Step 1.
- (c) Any teacher who has previous teaching experience:
 - i) outside the province; or
 - ii) in Saskatchewan prior to September 1, 2012; the first time the teacher begins teaching after September 1, 2012, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (d) Any teacher who has teaching experience in Saskatchewan at any time after September 1, 2002 and then has a break in service, when the teacher returns to teaching, the teacher will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.
- (e) Any teacher who has teaching experience before September 1, 2002 will be assigned to the same step as other teachers in Saskatchewan who have the same number of completed years of experience at that date.

The annual rate of basic salary of all full-time teachers for the period effective September 1, 2012 to August 31, 2013 shall be determined by the application of the following schedule according to the regulations governing the classification of teachers and the provisions of Article 3.

Step	Class C	Class I	Class II	Class III	Class IV	Class V	Class VI
1	42929	42929	42929	42929	51476	54393	57952
2		44453	44453	44453	53776	56781	60448
3		46031	46031	46031	56180	59273	63051
4		47664	47664	47664	58690	61875	65766
5		49356	49356	49356	61313	64592	68599
6		51108	51108	51108	64054	67427	71553
7		52922	52922	52922	66916	70387	74635
8		54800	54800	54800	69907	73476	77849
9		56745	56745	56745	73031	76702	81202
10		58760	58760	58760	76295	80069	84699
11		60845	60845	60845	79706	83584	88347

2.2 The rate of salary of a part-time teacher shall be in proportion to the percentage of time assigned to the teacher by the board of education.

2.3 Notwithstanding Clause 2.6 of this Agreement, a teacher engaged to teach a summer school or night school class shall be paid at a rate equivalent to the teacher's annual rate of salary according to this Article for each hour of time assigned by the employing board of education based on the following:

$$\frac{1}{\text{(Number of school days in the school year)} \times 5}$$

2.4 The board of education shall pay to every teacher who teaches on all the school days of a school year the teacher's full annual salary.

Provided that the term "annual salary" shall mean 40% of the annual rate of salary provided for the teacher by this Agreement in effect for the fall term of the school year plus 60% of the annual rate of salary provided for the teacher by this Agreement in effect for the spring term of the school year.

2.5 In determining the "annual salary" as defined in Clause 2.4, where a teacher is eligible for an increment on a date other than September 1 (or school opening date if prior to September 1) or January 1, each month except July and August shall be deemed to have 20 teaching days.

2.6 If a teacher is requested by the board of education and agrees to render service on more than the number of school days in a school year, the teacher shall be paid for each additional day an additional sum computed on the basis of:

$$\frac{1}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

2.7 The board of education shall pay to every teacher under a contract of employment in accordance with Section 200 of *The Education Act, 1995* salary based on the following for each teaching day:

$$\frac{1}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

2.7.1 The board of education shall pay to every teacher under a contract of employment in accordance with Section 200 of *The Education Act, 1995*, for fewer than all the school days of the school year, salary based on the following for each teaching day:

$$\frac{1}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

2.7.2 Notwithstanding Clause 2.7.1, where a teacher under a contract of employment in accordance with Section 200 of *The Education Act, 1995* for all the school days of the school year misses one or more days, the annual salary calculated in accordance with Clause 2.4 shall be reduced based on the following:

$$\frac{\text{Number of school days missed}}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

The reduction shall occur no later than the end of the month following the month in which the absence occurred.

2.8 Redundancy Pay

2.8.1 In the event that the contract of a teacher is terminated by a board of education pursuant to Section 210(1)(b) of *The Education Act, 1995*, the teacher shall be entitled to receive a lump sum payment of an amount determined:

(a) regarding the first five years by multiplying

$$\frac{10}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

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(b) regarding years beyond the fifth year by multiplying

$$\frac{5}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

for each consecutive year, or portion thereof, of the teacher's most recent actual uninterrupted service with that board. For the purposes of this Clause, "uninterrupted service" shall mean continuity of the contract of employment, or uninterrupted service in terms of consecutive school days, or both.

2.8.2 With respect to Clause 2.8.1(a), the Government of Saskatchewan shall reimburse the board of education its redundancy costs which exceed five days' pay for each of the first five years of service.

2.9 A teacher shall be entitled to receive full salary while absent for selection to and/or service on a jury or as a result of being subpoenaed to be a witness in court. Any remuneration provided by the court, other than expenses, shall be reimbursed to the employing board of education.

2.10 When a part-time teacher, with the approval of the board, attends an institute, convention, workshop or other in-service program on a time not regularly included in the part-time contract of employment, the teacher shall be paid for such attendance in accordance with the teacher's salary rate.

2.11 Upon submission of a written request to the chief financial officer of a school division, a teacher shall be entitled to have deducted, from the teacher's salary payments, voluntary contributions to the Teachers' Superannuation Plan or the Saskatchewan Teachers' Retirement Plan and/or to the Dr. Stirling McDowell Foundation for Research Into Teaching and Learning.

Article Three

Recognition of Experience

3.1 Except as provided elsewhere in this Article, each year of teaching service shall be given full recognition for increment purposes, the onus being on the teacher to provide evidence of such service.

3.2 For the purpose of this Article, all teaching service shall be combined and given full recognition for increment purposes on the basis of 190 teaching days equaling one year of teaching service, the onus being on the teacher to provide evidence of such service.

3.3 Following the granting of the first increment, the accumulation of days for subsequent increments shall begin at zero from the date on which the previous increment was granted. Other changes to increment dates shall occur in accordance with Appendix F.

3.4 Definition of Teaching Service

3.4.1 For the purpose of this Article, teaching service shall be defined as service rendered as a teacher in a position requiring a valid teacher's certificate issued by the Ministry of Education or a certificate recognized by the Ministry of Education as being equivalent to a Saskatchewan certificate and shall be service rendered in Saskatchewan kindergarten to grade 12 programs or in programs which are recognized by the Ministry of Education as being equivalent thereto.

3.4.2 For the purpose of this Article, teaching service shall be further defined to include periods of time when a teacher holding a position as described in Clause 3.4.1 is in receipt of salary, partial salary or Supplemental Employment Benefits Plan (SEB Plan) benefits in accordance with Article 8 of this Agreement or in accordance with leave provisions of a Local Collective Bargaining Agreement.

3.5 On appointment to a teaching staff, or within such subsequent period of time as may be agreed by the teacher and the board of education, the teacher shall submit evidence of the teacher's previous teaching service to the office of the board. Except as provided elsewhere in this Article, previous teaching service shall be recognized by the crediting of one increment for each year of service up to the maximum of the teacher's class.

3.6 Related Experience

3.6.1 A committee shall be established consisting of an equal number of representatives of the board of education and of the teachers employed by that board. The committee shall consider any application for recognition of related experience of a teaching nature other than that recognized in Clause 3.4, or related experience of a non-teaching nature in the field in which the teacher will teach, as either wholly or partially equivalent to teaching service for incremental credit. The decision of the committee shall serve as a recommendation to the board of education.

Provided that experience credited for teacher certification shall not be recognized for incremental purposes.

3.6.2 A teacher who had incremental credit for related experience on August 31, 2010 shall retain such incremental credit as long as the teacher remains in the employ of the same board of education. Similarly, a teacher who commences employment with the board of education on or after September 1, 2010 and is granted credit for related experience under the provisions of this Clause shall retain such incremental credit as long as the teacher remains in the employ of the same board.

3.7 An additional increment shall be credited on September 1, or school opening date if prior to September 1, and on the first day of each month October through June inclusive that next follows the date on which the teacher has completed an additional year of teaching service in accordance with Clause 3.2.

3.8 A teacher shall not be credited with more than one increment during any 12 consecutive months unless the increment credit results from related experience credit or administrative error.

3.9 A teacher who teaches part time on a regular, replacement or temporary contract shall have such time prorated and recognized for increment credit.

Article Four

Allowances for Principals, Vice-Principals and Assistant Principals

- 4.1** Each principal, vice-principal and assistant principal shall be paid an allowance in addition to basic salary which shall be calculated according to the provisions of the following clauses.

For the purpose of the following clauses, a teacher in a one-room school shall be deemed to be a principal.

4.2 Principals

4.2.1 Basic Allowance

Each principal shall receive a basic allowance of \$6,750 for the period September 1, 2010 to August 31, 2011, a basic allowance of \$6,954 for the period September 1, 2011 to August 31, 2012 and a basic allowance of \$7,164 for the period September 1, 2012 to August 31, 2013.

4.2.2 Allowance for Personnel Equivalents

Each principal shall receive an allowance per personnel equivalent or fraction thereof based on the number of personnel equivalents as of September 30 of the applicable school year. This allowance is further based on the following:

Number of Personnel Equivalents	Allowance per Personnel Equivalent Sep 1/10 – Aug 31/11	Allowance per Personnel Equivalent Sep 1/11 – Aug 31/12	Allowance per Personnel Equivalent Sep 1/12 – Aug 31/13
The first 10	\$810	\$834	\$860
The next 10	\$566	\$583	\$601
Over 20	\$274	\$282	\$291

- 4.2.2.1 The principal shall be excluded in the calculation of personnel equivalents.
- 4.2.2.2 Each teacher employed on a regular part-time basis or on a replacement or temporary contract shall be counted in the calculation of personnel equivalents according to his or her contract time.
- 4.2.2.3 Itinerant teachers employed in more than one school shall be included in the computation of personnel equivalents with their contract time apportioned to the respective schools.
- 4.2.2.4 Each full-time or part-time non-teaching personnel (exclusive of custodial or maintenance staff), who is employed by the board of education in the school and who is under the direction and supervision of the principal, shall be counted as 0.25 of a personnel equivalent.
- 4.2.2.5 Itinerant non-teaching personnel employed in more than one school shall be included in the computation of personnel equivalents with their contract time apportioned to the respective schools.
- 4.2.2.6 Provided that if, on any date during the academic year, the number of personnel equivalents varies by one or more or by an amount sufficient to alter the allowance by more than 5%, the total allowance payable on and after that date shall be recalculated.

4.3 Vice-Principals

- 4.3.1 When a teacher is appointed to be a vice-principal, the teacher shall receive an allowance equal to 50% of the allowance that the principal of that school receives.

- 4.3.2 Effective September 1, 2011, when a teacher is appointed to be a vice-principal, the teacher shall receive an allowance equal to 50% of the allowance that the teacher would receive if the teacher were principal of the school.

4.4 Assistant Principals

- 4.4.1 When a teacher is appointed to be an assistant principal, the teacher shall receive an allowance equal to 60% of the allowance that the principal of that school receives.

- 4.4.2 Effective September 1, 2011, any reference in this Agreement to a vice-principal is deemed to include assistant principal.

- 4.4.3 Notwithstanding 4.4.2, every teacher who holds the position of assistant principal on or before September 1, 2011 shall receive an allowance equal to 60% of the allowance that the teacher would receive if the teacher were principal of the school.

4.5 Acting Principals and Acting Vice-Principals

- 4.5.1 If neither a principal nor vice-principal is present in a school for a period of one-half day or more on a day when students are required to attend, a teacher shall be appointed to an acting position for the duration of the absence. For the purposes of this Clause, a half day shall be defined as either school opening in the morning to noon lunch break or school resumption in the afternoon to school closing.
- 4.5.2 If no vice-principal has been appointed to a school, the teacher appointed in Clause 4.5.1 shall be appointed as acting principal.
- 4.5.3 When a teacher is appointed to an acting position, the teacher shall be paid the allowance that would normally be payable under Clauses 4.2, 4.3 or 4.4 for the entire period during which the teacher is serving in the acting position.
- 4.5.4 When a principal is absent from the school for a period of five successive school days when students are required to attend school, a vice-principal shall be appointed acting principal.

4.6 Protective Provisions

- 4.6.1 Where a principal is transferred by the employing board of education to another principalship in a school having the same or a greater number of personnel equivalents than the school from which the principal was transferred, the annual allowance shall be not less than the annual allowance for which the principal was eligible prior to the transfer.
- 4.6.2 Where a principal is transferred by the employing board of education to another principalship in a school having fewer personnel equivalents than the school from which the principal is transferred, the annual allowance shall be not less than the annual allowance for which the principal was eligible prior to the transfer.
This provision shall not apply if:
 - (a) the principal formally requested the transfer in writing; or
 - (b) the employing board confirms in writing that the transfer is a demotion.
- 4.6.3 The provisions of Clauses 4.6.1 and 4.6.2 shall apply to vice-principals in the same way as they apply to principals.
- 4.6.4 Where a vice-principal is transferred to the principalship of a school having fewer personnel equivalents than the school from which the vice-principal was transferred, the annual allowance shall be not less than the rate of annual allowance the vice-principal was receiving prior to the transfer.
This provision shall not apply if:
 - (a) the vice-principal formally requested the transfer in writing; or
 - (b) the employing board confirms in writing that the transfer is a demotion.
- 4.6.5 When a principal is transferred to the vice-principalship of another school, the annual allowance shall be not less than the annual allowance that would have been received prior to the transfer provided that such allowance shall not exceed 90% of the allowance that the teacher would receive if the teacher were principal of the school.
This provision shall not apply if:
 - (a) the principal formally requested the transfer in writing; or
 - (b) the employing board confirms in writing that the transfer is a demotion.

Article Five

The Superannuation of Teachers

5.1 It is agreed:

- 5.1.1 That the provisions of *The Teachers Superannuation and Disability Benefits Act* and the regulations thereunder in effect at the date of this Agreement shall continue in effect for the life of this Agreement, subject to the revisions included in this Agreement.
- 5.1.2 That the Government of Saskatchewan will proceed expeditiously:
 - (a) to place before the Legislative Assembly of Saskatchewan such amendments to *The Teachers Superannuation and Disability Benefits Act*; and
 - (b) to make such amendments to the regulations under the said Act;as are necessary to implement the provisions of this Article.
- 5.1.3 That, except as otherwise provided in this Article, the provisions of this Article shall become effective:
 - (a) in the case of amendments to the Act, the date on which the amendments receive assent; and
 - (b) in the case of amendments to the regulations, the date on which the amendments are filed with the Registrar of Regulations.

Article Six

Group Insurance

- 6.1** The Government of Saskatchewan agrees to proceed expeditiously:
- (a) to place before the Legislative Assembly of Saskatchewan such amendments to *The Teachers' Life Insurance (Government Contributory) Act*; and
 - (b) to make such amendments to the regulations under the said Act;
- as are necessary to implement the provisions of this Article.
- 6.2** The amount of insurance provided by the Agreement that is made pursuant to Section 4 of *The Teachers' Life Insurance (Government Contributory) Act* shall be a dollar amount equal to twice the value of the maximum of Class VI as set out in Article 2 of this Agreement rounded up to the next one thousand.
- 6.3** The amount of Accidental Death and Dismemberment Benefit provided by the Agreement that is made pursuant to Section 4 of *The Teachers' Life Insurance (Government Contributory) Act* shall be equal to and in addition to the "Amount of Insurance" as set out in Clause 6.2 and such coverage shall be extended to those positions referred to in Section 5(1) of the Act.
- 6.4** The premiums to be paid pursuant to Section 6 of *The Teachers' Life Insurance (Government Contributory) Act* shall be as follows:
- 6.4.1 The Minister of Finance shall pay one half of the premiums required to provide each teacher the coverage as set out in Clauses 6.2 and 6.3.
 - 6.4.2 Each teacher shall pay one-half of the premiums required to provide him or her with the coverage as set out in Clauses 6.2 and 6.3 with one-tenth of the premium payable by the teacher being deducted each month from September through June.
- 6.5** Any agreement which the Government of Saskatchewan enters into pursuant to Section 4 of *The Teachers' Life Insurance (Government Contributory) Act* shall be subject to the concurrence of the Saskatchewan Teachers' Federation.
- 6.6 Superannuated Teachers**
- 6.6.1 A teacher who commences receiving an allowance under *The Teachers Superannuation and Disability Benefits Act* or Saskatchewan Teachers' Retirement Plan on the grounds of age and service shall continue to be covered until the teacher reaches the teacher's 65th birthday by the provisions of *The Teachers' Life Insurance (Government Contributory) Act*. Teachers wishing to discontinue such coverage shall notify the Teachers' Superannuation Commission in writing to inform them of their decision.
Provided that all of the premiums for such continued coverage shall be payable by the teacher.
 - 6.6.2 A teacher receiving an allowance under *The Teachers Superannuation and Disability Benefits Act* or the Saskatchewan Teachers' Retirement Plan on the grounds of age and service, and who has continued coverage under the provisions of Clause 6.6.1, shall continue to be covered for decreased amounts of insurance as set out in the provisions of *The Teachers' Life Insurance (Government Contributory) Act* until the age of 75. Teachers wishing to discontinue such coverage shall notify the Teachers' Superannuation Commission in writing to inform them of their decision.
Provided that all of the premiums for such continued coverage shall be payable by the teacher.
 - 6.6.3 A teacher between the ages of 65 and 75 who commences receiving an allowance under *The Teachers Superannuation and Disability Benefits Act* or the Saskatchewan Teachers' Retirement Plan on the grounds of age and service shall continue to be covered for decreased amounts of insurance as set out in the provisions of *The Teachers' Life Insurance (Government Contributory) Act*. Teachers wishing to discontinue such coverage shall notify the Teachers' Superannuation Commission in writing to inform them of their decision.
Provided that all of the premiums for such coverage shall be payable by the teacher.

6.6.4 A teacher between the ages of 75 and 85 who is in receipt of an allowance under *The Teachers Superannuation and Disability Benefits Act* or the Saskatchewan Teachers' Retirement Plan shall continue to be covered for decreased amounts of insurance as set out in the provisions of *The Teachers' Life Insurance (Government Contributory) Act*. Teachers wishing to discontinue such coverage shall notify the Teachers' Superannuation Commission in writing to inform them of their decision.

Provided that all of the premiums for such coverage shall be payable by the teacher.

6.7 Temporary Teachers

Section 2 (Application of Act) of *The Teachers' Life Insurance (Government Contributory) Act* shall include teachers employed as a "temporary teacher" under Clause 2 of *The Education Act, 1995* provided the term specified for the temporary contract is for a period of at least 20 teaching days (full or partial).

The insurance coverage provided pursuant to this Clause will be effective from the first day of the contract to the end of the insurance year.

Article Seven

Duty to Accommodate for Disability and Sick Leave

7.1 Duty to Accommodate for Disability

The parties to this Agreement acknowledge and commit to the duty to accommodate for disability as required by applicable Human Rights law. The provisions of this Article shall be administered in accordance with such law.

7.1.1 Medical Information for Accommodation

- 7.1.1.1 The accommodation process shall be supported by relevant medical information supplied by a duly qualified medical practitioner that includes the restrictions for which accommodation is required.
- 7.1.1.2 Upon receipt of such information, the board of education may require a second opinion by a duly qualified medical practitioner. Such a request must be made within 14 days of receipt of the initial information. The board shall bear the cost of a second opinion.
- 7.1.1.3 If the board of education requests a second medical opinion, that opinion shall be obtained as a result of a personal attendance with a duly qualified medical practitioner mutually agreed upon by the board and teacher.
- 7.1.1.4 At reasonable periodic intervals, the board of education or teacher may request relevant medical information for the purpose of accommodation. Upon receipt of such information, the board of education may require a second opinion by a duly qualified medical practitioner. Such a request must be made within 14 days of receipt of the initial information. The board shall bear the cost of a second opinion.

7.2 Sick Leave

7.2.1 Benefit

Every teacher shall be paid according to the teacher's salary and allowances as specified in this Agreement and local collective bargaining agreements during periods of absence due to sickness in accordance with this Article.

7.2.2 Employment

For the purposes of this Article, a teacher is deemed to be employed during any period of time in which a teacher is under a contract of employment in accordance with *The Education Act, 1995* and is covered by any one or more of the following:

- (a) in receipt of full salary to which the teacher is entitled;
- (b) in receipt of sick leave benefits in accordance with this Article;
- (c) in receipt of Supplemental Employment Benefits Plan (SEB Plan) benefits in accordance with Article 8 of this Agreement;
- (d) in receipt of a disability allowance in accordance with *The Teachers Superannuation and Disability Benefits Act* and/or the Saskatchewan Teachers' Federation Income Continuance Plan; or
- (e) not covered by any of Clauses (a) to (d) but continues to be absent during the academic year on account of sickness as certified by a duly qualified medical practitioner.

7.3 Entitlement

7.3.1 Determination of Entitlement

7.3.1.1 The entitlement of a teacher who is, within the meaning of Clause 7.2.2, employed:

- (a) full time for a complete academic year is 20 days;
- (b) part time for a complete academic year shall be the same percentage of 20 as the percentage of time set out in the teacher's contract of employment;
- (c) for a shorter period than a complete academic year shall bear the same proportion to 20 as the number of school days included in the teacher's contract of employment bears to the number of school days in the school year.

7.3.1.2 A teacher to whom only Clauses 7.2.2 (d) or (e) applies on the final school day of an academic year and who does not return to teach on the first day of the next academic year, shall be credited with a further entitlement only on the first day of returning to teach. Such entitlement shall bear the same proportion to 20 as the number of school days remaining in the academic year bears to the number of school days in the school year.

7.3.2 Availability of the Entitlement

7.3.2.1 The teacher's sick leave entitlement shall be credited and available to the teacher:

- (a) on the first school day of each academic year;
- (b) if employed for less than a full academic year, on the first school day of employment; or
- (c) in the event Clause 7.3.1.2 applies, on the first school day of return to teaching.

7.3.2.2 A teacher may use the teacher's entitlement at any time during the academic year.

7.4 Deductions from Sick Leave

7.4.1 Sickness

A teacher's absence due to sickness on a full-time or partial basis shall be deducted from the teacher's sick leave entitlement in accordance with Clause 7.5.2.1.

7.4.2 Appointments

7.4.2.1 It is expected that teachers will schedule medical, dental and optical appointments in such a way as to minimize the period of absence. A teacher who is unable to schedule an appointment in such a way as to minimize the period of absence shall be granted leave with pay to attend the appointment and such leave shall be deducted from the teacher's sick leave entitlement.

7.4.2.2 Periods of absence include the time required by the teacher to travel to and from the location:

- (a) where the teacher obtains the necessary services; or
- (b) has reasonable grounds for wishing to obtain the necessary services.

7.4.3 Health of Foetus

A teacher who is expecting a child is eligible for benefits in accordance with this Article when:

- (a) the teacher is assigned to a location where, in the opinion of her physician, the teacher is at risk of damage to her foetus as a result of environmental or health conditions; and
- (b) there is no mutually agreed upon re-assignment.

7.5 Administration of Sick Leave

7.5.1 Accumulative Sick Leave Record

7.5.1.1 Every board of education shall establish an accumulative sick leave (ASL) record for each teacher in its employ.

7.5.1.2 Every board of education shall provide each teacher in its employ with a copy of the teacher's ASL record on each of the following occasions:

- (a) at the end of each school year;
- (b) upon termination of employment with that board;
- (c) upon the request of the teacher.

7.5.2 ASL Credits and Debits

7.5.2.1 A teacher's absence due to sickness shall be deducted from:

- (a) the teacher's sick leave entitlement; or
- (b) where the teacher's sick leave entitlement has been exhausted, the teacher's ASL credits.

7.5.2.2 On June 30 of each year and upon termination of employment, every board of education shall credit the ASL record of each teacher in its employ with the unused portion of the teacher's entitlement to a maximum of 180 days.

7.5.2.3 Accumulated credits in a teacher's ASL record are not forfeited during:

- (a) periods of board approved leave;
- (b) a period of up to three months following the termination of a teacher's employment with a board of education;

- (c) a period of up to 26 months following the termination of a teacher's employment with a board of education:
 - i) during which time the teacher is improving the teacher's teaching qualifications;
 - ii) during which time the teacher is employed by the Ministry of Education; or
 - iii) where the teacher's contract was terminated in accordance with Section 210(1)(b) of *The Education Act, 1995*;
- (d) a period during which the teacher is employed by a Saskatchewan board of education in an out-of-scope position;
- (e) a period during which the teacher is employed in a Band school in Saskatchewan; or
- (f) a period during which the teacher is employed in an alternative independent school or an historical high school in Saskatchewan.

7.5.2.4 When a teacher who is absent on account of sickness is requested and agrees to provide services or offers and is approved to provide those services, then salary shall be paid in relation to the service provided.

7.5.3 Portability

The total credits in a teacher's ASL record (as determined in accordance with Clause 7.5.2) are portable from one board of education in Saskatchewan to another.

7.5.4 Privacy of Personal Information

7.5.4.1 The collection, use, disclosure, storage and retention of personal information for purposes of this Article must comply with the principles of privacy and the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*.

7.5.4.2 Personal medical information collected for the purposes of Article 7 should not be retained in the personnel file. Only the designated official shall maintain the separate teacher-specific medical file. Only the teacher and the designated official shall access this medical file.

7.5.4.3 Such information should be retained and destroyed in accordance with the principle that personal information is destroyed when it is no longer required for the purposes for which it was collected.

7.5.5 Evidence of Eligibility

7.5.5.1 When a teacher gives notice of absence under this Article, a board of education may require that payment of benefits be supported by *Form 7-I Verification of Sickness – Practitioner's Report* (attached to this Agreement in Appendix D) signed by a qualified medical, dental or optical practitioner to the board of education certifying that the teacher is medically unfit for duty as a teacher.

7.5.5.2 Requests for evidence of eligibility in accordance with Clause 7.5.5.1 must be made within 30 calendar days of the first day of absence on account of such sickness. Days outside of the academic year shall not be counted in calculating the 30 days.

7.5.5.3 Upon receipt of Form 7-I, the board of education may require a second opinion and the completion of *Form 7-II Second Opinion of Sickness – Practitioner's Report* (attached to this Agreement in Appendix E) by a qualified medical, dental or optical practitioner. Such a request must be made within 14 days of receipt of Form 7-I. The board shall bear the cost of a second opinion.

7.5.5.4 If the board of education requests a second medical opinion, that opinion shall be obtained as a result of a personal attendance with a qualified medical, dental or optical practitioner mutually agreed upon by the board and teacher.

7.5.5.5 At reasonable periodic intervals, the board of education may seek certification of continued sickness by requesting Form 7-I to again be completed. Upon receipt of such information, the board of education may require a second opinion by a duly qualified medical practitioner. Such a request must be made within 14 days of receipt of the initial information. The board shall bear the cost of a second opinion.

7.5.6 Payment of Benefits

7.5.6.1 A teacher absent from duty under this Article shall be paid the salary to which the teacher would have been entitled had the teacher continued regular teaching duties.

7.5.6.2 Teacher salary shall be paid during a reasonable period awaiting the requested second medical opinion.

7.5.6.3 In the event of a termination of contract on account of sickness following commencement of sick leave, a teacher is entitled to the payment of sick leave benefits until the earliest of:

- (a) the end of the sickness;
- (b) the expiration of benefits to which the teacher was entitled at the date the sick leave commenced; or
- (c) the teacher enters into contract with another board of education.

Article Eight

Supplemental Employment Benefits Plan

8.1 Preamble

In recognition that there will be a health related portion of every maternity leave during which a woman will be medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery, benefits for this period will be paid under the provisions of a Supplemental Employment Benefits Plan (SEB Plan) designed by boards of education in accordance with the registration requirements of the Benefits Program, Canada Employment and Immigration.

8.1.1 The provisions set out in this Article take effect September 1, 2011. Prior to September 1, 2011, the provisions set out in the *2007-2010 Provincial Collective Bargaining Agreement* apply.

8.2 Entitlement

For the purposes of this Article, a woman is deemed to be medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery, for a period commencing on the estimated date of birth or the date of delivery, whichever is earlier, as certified by a qualified medical practitioner.

8.2.1 A teacher is eligible for SEB Plan benefits if she is:

- (a) medically unfit for duty as a teacher for health related reasons due to pregnancy, delivery or post delivery;
- (b) in receipt of Employment Insurance benefits, when serving the two-week waiting period or in the period between the estimated date of birth or date of delivery, whichever is earlier, and the conclusion of the two-week waiting period; and
- (c) on maternity leave.

8.2.2 Every teacher who is eligible for SEB Plan benefits in accordance with Clause 8.2.1 is entitled to such benefits for a period commencing the estimated date of birth or the date of delivery, whichever is earlier, without being required to provide medical evidence.

8.2.2.1 The Government of Saskatchewan shall reimburse a board of education its SEB Plan costs in excess of six weeks.

8.2.3 Maximum Eligible Period

The maximum time to be used in determination of the benefit period is 17 weeks.

8.3 Privacy of Personal Information

8.3.1 The collection, use, disclosure, storage and retention of personal information for purposes of this Article must comply with the principles of privacy and with the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act*.

8.3.2 Personal medical information collected for the purposes of Article 8 should not be retained in the personnel file. The separate teacher-specific medical file should be maintained by, and accessible to, the teacher and the designated official only.

8.3.3 Such information should be retained and destroyed in accordance with the principle that personal information is destroyed when it is no longer required for the purposes for which it was collected.

8.4 Administration of SEB Plan

8.4.1 Forms

- 8.4.1.1 A teacher shall apply to the board of education for SEB Plan benefits using *Form 8-I Application – Supplemental Employment Benefits* (attached to this Agreement in Appendix A).
- 8.4.1.2 On delivery of the child, a teacher shall submit to the board of education *Form 8-II Practitioner's Report-Confirmation of Date of Delivery* (attached to this Agreement in Appendix B).
- 8.4.1.3 The forms referred to in this Article are the only forms used in the administration of the SEB Plan and shall only be modified by mutual agreement of the parties to this Agreement.

8.4.2 Application Procedures for SEB Plan Benefits

- 8.4.2.1 The teacher shall submit Form 8-I and Form 8-II no later than 120 days following the birth of her child. It is preferred that Form 8-I accompany the notice of intention to take a maternity leave.
- 8.4.2.2 The board of education shall administer the application in a timely fashion.

8.4.3 Calculation and Payment of Benefits

- 8.4.3.1 Form 8-III Calculation – SEB Plan Payment (attached to this Agreement as Appendix C) is the form used to calculate the payment.
- 8.4.3.2 For the period of eligibility as determined in Clause 8.2, the board of education shall pay to the teacher the amount required on a weekly basis to supplement the teacher's Employment Insurance benefit to 95% of her salary entitlement.
- 8.4.3.3 The teacher's weekly salary entitlement shall be calculated as follows:

$$\frac{5}{\text{Number of school days in the school year}} \times \text{Rate of salary in effect}$$

Where "rate of salary in effect" includes the salary and allowances normally paid to the teacher in accordance with provincial and local collective bargaining agreements.

- 8.4.3.4 Benefits under the provisions of this Article are payable in respect of the number of school days prescribed by the Minister of Education in accordance with the provisions of *The Education Act, 1995*.
- 8.4.3.5 The board of education shall commence payment of benefits in accordance with this Agreement and local collective agreements.
- 8.4.3.6 Benefit payments under the provisions of this Article are subject to the usual deductions as if the teacher were actively teaching and as required by the respective benefit plan sponsors.

8.4.4 Related Benefits

- 8.4.4.1 A teacher in receipt of SEB Plan benefits is entitled to increment credit in accordance with Article 3 of this Agreement and annual sick leave entitlement in accordance with Article 7 of this Agreement for the period the teacher is in receipt of SEB Plan benefits.
- 8.4.4.2 A teacher in receipt of SEB Plan benefits shall make prescribed contributions in accordance with the Plan Text of the Saskatchewan Teachers' Retirement Plan and *The Teachers Superannuation and Disability Benefits Act*.

Article Nine

Criteria for the Designation of Out-of-Scope Personnel

- 9.1** The Educational Relations Board shall designate a person as not being a teacher within the meaning of Sections 234 to 265 of *The Education Act, 1995* provided that:
- 9.1.1 The principal duties of the person are administrative and the person teaches or works directly with pupils less than 30% of that person's assigned time.
- 9.1.2 The total number of employees, excluding the director of education, which may be designated by the Educational Relations Board as not being a teacher, shall not exceed three persons for the first 50 teachers employed by the board of education and one person for each additional 100 teachers or fraction thereof so employed and above the 50.
- Provided that where a board of education employs more than 900 teachers, two additional persons may be so designated.
- 9.1.3 The person or persons so designated shall not be one whose duties are that of a principal as set out in *The Education Act, 1995*.
- Provided that, upon receipt by the Educational Relations Board of a joint submission from the parties to this Agreement with respect to a given principalship, the criterion specified in this Clause shall be waived in that instance.
- 9.1.4 Subject to Clauses 9.1.1 and 9.1.2, the person or persons so designated shall not be employed to provide professional educational support or consultative services to students or teachers in educational psychology, speech and language, curriculum and instruction, resource-based learning or special education in positions requiring a valid Saskatchewan teaching certificate.

Article Ten

Teacher Personnel and Medical Files

10.1 Statement of Access

A teacher's personnel file maintained by the Ministry of Education or a teacher's personnel and medical files maintained by a board of education shall be available for examination by the teacher in accordance with the procedures set out herein.

10.2 Conditions of Access

- 10.2.1 A teacher shall submit a written request to a designated official of the Ministry of Education or board of education for an opportunity to examine the contents of the teacher's personnel and medical files.
- 10.2.2 The designated official shall arrange with the teacher for an appointment to examine the information in the presence of said official or alternate at the office of the Ministry of Education or school board office during regular business hours.
- 10.2.3 The file contents examined may not be removed by the teacher from the location of the examination, but the designated official shall, at the request of the teacher, provide a copy of any or all records to which the teacher has been granted access.
- 10.2.4 Materials examined by the teacher may not be amended or deleted without the approval of the Ministry of Education or board of education.
- 10.2.5 The Ministry of Education or any board of education shall not charge a fee for access to a teacher's file by the teacher. A board may, at its discretion, charge copying fees in accordance with regulations under *The Local Authority Freedom of Information and Protection of Privacy Act*.

10.3 Confidentiality

- 10.3.1 The presence of any documents submitted in confidence shall be identified to the teacher.
- 10.3.2 Subject to Clause 10.3.3, no written materials regarding the teacher which were submitted in confidence may be examined unless written permission is secured from the originator of such confidential material.
- 10.3.3 The views or opinions of another person about a teacher, other than views or opinions given pursuant to Subsection 31(2) of *The Freedom of Information and Protection of Privacy Act* or Subsection 30(2) of *The Local Authority Freedom of Information and Protection of Privacy Act*, are the personal information of the teacher.
- 10.3.4 Only the designated official shall maintain the separate teacher-specific medical file. Only the teacher and the designated official shall have access to the contents of the medical file (see Clauses 7.5.4.2 and 8.3.2).

10.4 Teacher Acknowledgment of Examination

- 10.4.1 The teacher shall acknowledge the examination of information by signing a dated statement to that effect. Such a statement shall be retained in the teacher's personnel or medical file as the case may be.
- 10.4.2 A teacher may submit a written comment with respect to any entry in the personnel or medical files and such comment shall be attached to the relevant document and included in the relevant file.

Article Eleven

Dental Plan

- 11.1** It is agreed that the Government of Saskatchewan will place before the Legislative Assembly of Saskatchewan such legislation as is necessary to implement the provisions of this Article.
- 11.2** The Government of Saskatchewan and the Saskatchewan Teachers' Federation shall mutually agree upon a carrier to provide administrative services for such a plan.
- 11.3** The Dental Plan shall be administered by the Teachers' Superannuation Commission.
- 11.4** The Minister of Finance shall pay the full premium required.
- 11.5** The coverage under the plan shall include the following features:
- 11.5.1 Reimbursement to participants shall be equivalent to the current Saskatchewan College of Dental Surgeons fee schedule or the current Saskatchewan Denturist's fee guide if applicable.
 - 11.5.2 Effective September 1, 2012 reimbursement is provided at 50% for all reasonable and customary charges for adult orthodontic services for eligible teachers to a lifetime maximum of \$2,000 per individual.
 - 11.5.3 No deductible for any benefits payable under the plan.
- 11.6** Teachers receiving disability benefits under the Saskatchewan Teachers' Federation Income Continuance Plan and/or the Teachers Superannuation Plan shall be eligible for benefits under the Dental Plan.
- 11.7** Teachers employed on a full or part-time contract of employment in accordance with Section 200 of *The Education Act, 1995* shall become eligible for full benefits following 20 school days with such benefits to be retroactive to the first day of teaching service.
- 11.8** Teachers employed on a full or part-time replacement or temporary contract of employment in accordance with Section 200 of *The Education Act, 1995* for a period which includes at least 20 school days shall be eligible for full benefits following 20 school days with such benefits to be retroactive to the first day of teaching service.
- 11.9 Coordination of Benefits**
- (a) The coordination of benefits provisions shall allow teachers to be reimbursed by the plan for up to 100% of total dental expenses.
 - (b) The plan shall allow for transfer of claims from one spouse to another when both are members of the Teachers' Dental Plan.

Article Twelve

Other Leaves

12.1 Negotiation Leave

A teacher acting as a representative of the teacher bargaining committee in accordance with Section 234(1) of *The Education Act, 1995* shall be granted leave and shall suffer no loss in salary or other benefits for time necessarily absent from the teacher's teaching duties for purposes of participating in negotiations, mediation, conciliation or arbitration proceedings with government trustee representatives, or for attendance required by a mediator, a conciliation board or an arbitration board without government trustee representatives also in attendance.

Provided that the Saskatchewan Teachers' Federation shall, upon request, reimburse the employing board of education for the salary of such teacher.

12.2 Quarantine

12.2.1 Entitlement

Every teacher in case of quarantine by order of a medical health officer or the Ministry of Health is, upon furnishing the board of education with the order or a copy thereof certified by the medical health officer or an officer of the said department to be a true copy, entitled to the teacher's salary during the quarantine for a period not to exceed 20 days during a complete academic year.

If the teacher has been employed with a board of education for less than a complete academic year, the board of education shall make such allowance in lieu of salary during the period of quarantine as it deems advisable, such allowance not to exceed the salary for a period bearing the same proportion to 20 as the number of school days during which the teacher has been employed by the division bears to the number of school days in the academic year.

12.2.2 Payment

A teacher absent on account of quarantine shall be paid the salary to which the teacher would have been entitled had the teacher continued regular teaching duties.

12.3 Leave for Officials

12.3.1 This Clause shall be administered in accordance with the following:

- (a) the Federation recognizes legitimate needs of boards of education to maintain the operation of schools; and
- (b) boards of education recognize the need for teachers to participate in the governance of the Federation.

12.3.2 A teacher acting as a member of the provincial Executive of the Saskatchewan Teachers' Federation in accordance with Section 10 of *The Teachers' Federation Act, 2006*, or as an elected or appointed member of a committee of the Federation or who, by virtue of holding an elected office in a local association, attends a meeting called by the Federation, shall be granted leave and shall suffer no loss of salary and benefits during the course of an academic year for any days required to fulfill the duties of that office.

Provided that the Saskatchewan Teachers' Federation shall, upon request, reimburse the employing board of education for the cost of a substitute teacher, including allowances for acting principals, vice-principals and assistant principals.

12.3.3 The Federation and its members undertake to provide adequate notice of such leave and this leave will not be used for meetings related to collective bargaining with the exception of leave for negotiation.

12.3.4 In the term of this Agreement, as is meant by Clause 1.2.1 of this Agreement, the use of this Article for the annual meeting of the Council of the Saskatchewan Teachers' Federation will be limited for up to four school days in an academic year.

Article Thirteen

Teacher Classification

13.1 Protection of Classification

The Government of Saskatchewan agrees that the effective date of any amendments to Saskatchewan Regulation Chapter E-0.2 Reg. 11 effective May 6, 2002 under *The Education Act, 1995* respecting the classification of teachers shall not fall within the term of this Agreement.

Article Fourteen

Teachers Seconded to the Ministry of Education

- 14.1** Teachers seconded to the Ministry of Education shall be paid an allowance of 10% of the teacher's salary as set out in Clause 2.1 of this Agreement. Such allowance shall be in addition to the basic salary and allowances which the teacher was entitled to receive in the teacher's employing school division.
- 14.2** Teachers seconded for periods of time less than a full school year shall have their allowances prorated.

Article Fifteen

Comprehensive Health Care Plan

- 15.1** There shall be a comprehensive health care plan for Saskatchewan teachers, hereinafter referred to as “the Plan.”
- 15.2** The Plan shall be designed and administered by the Saskatchewan Teachers’ Federation.
- 15.3** The Plan shall include optical, prescription drug and other medical benefits as determined from time to time by the Saskatchewan Teachers’ Federation.
- 15.4** The Government of Saskatchewan shall provide funding for the Plan as follows:
- 15.4.1 The Government of Saskatchewan shall make an annual payment to the Saskatchewan Teachers’ Federation in each year an amount equal to 2.1% of the total cost of teacher salaries and allowances as provided by this Agreement as determined at January 1 of the current year and as reported on the School Finance Report.
 - 15.4.2 The above payment(s) shall be made in quarterly installments on or before each of January 1, April 1, July 1, and October 1. Any adjustment due to finalized calculation shall be made on or before April 1.
 - 15.4.2.1 Effective April 1, 2012, the above payment(s) shall be made in monthly installments on or before the first day of each month. Any adjustment due to finalized calculation shall be made on or before April 1.
- 15.5** The Government of Saskatchewan shall have no additional liability for funding of the Plan other than is contained in this Article.

Article Sixteen

Grievance Procedure

- 16.1** Except as provided for in this Article of this Agreement, Sections 261, 262 and 263 of *The Education Act, 1995* shall apply in the resolution of grievances with respect to this Agreement and the representatives of the parties named pursuant to Section 234 of *The Education Act, 1995* shall have the sole authority for negotiating from time to time for the settlement of grievances covered by the Agreement and for the appointment of members of an arbitration board pursuant to Section 261 of *The Education Act, 1995*.
- 16.2** Where either party initiates a grievance under Section 261 of *The Education Act, 1995*, the written notice shall include the particulars of the grievance, the relevant clauses of the Agreement and the remedy requested.
- 16.3** If an alleged violation of an application of a provision in the Provincial Collective Bargaining Agreement which is grievable is not referred to the parties to this Agreement within one year of the time at which the grievor became aware of the grievable matter, it shall be deemed to have been dropped.
- 16.4** The time for negotiating a settlement of a grievance pursuant to Section 263 of *The Education Act, 1995* may be extended to such longer period of time as is agreed upon by the parties to this Agreement.
- 16.5** An arbitration board appointed pursuant to Section 261 of *The Education Act, 1995* shall make its award within 45 days of the appointment of its chairperson.
Provided that, by mutual consent of the parties to this Agreement or with the concurrence of the Educational Relations Board, the arbitration board may extend the time limit specified in this Clause.
- 16.6** If a grievance is not referred to arbitration within 90 days beyond the date on which the parties conclude that a settlement of said grievance cannot be negotiated pursuant to Clause 16.2, the grievance shall be deemed to have been settled.
- 16.7** The arbitration board shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement; nor to add to, detract from or modify the language herein in arriving at a determination of any issue presented that is properly within the limitations expressed herein.

Appendix A

Form 8-I

Application – Supplemental Employment Benefits

Provincial Collective Bargaining Agreement – Supplemental Employment Benefits (8.4.4.1)

I hereby apply to the Board of Education of the _____ School Division for Supplemental Employment Benefits in accordance with Article 8 of the Provincial Collective Bargaining Agreement, SEB Plan.

LAST NAME

FIRST NAME

INITIAL

Estimated date of birth of child _____ (D/M/Y)

- I understand that it is my responsibility to provide the Board of Education with information as it becomes available with respect to my claim using the following form as required:

Form 8-II Practitioner's Report – Confirmation of Date of Delivery

- I understand that it is my responsibility to provide the Board of Education with a copy of the letter confirming the commencement and level of my EI benefits.

TEACHER'S SIGNATURE

DATE (D/M/Y)

For Board Use Only

Approved maternity leave dates: _____

Date SEB application received: _____

Date of written confirmation of receipt of application: _____

Commencement of period as per 8.2.1(b): _____

Commencement of EI benefit period: _____

Appendix B

Form 8-II

Practitioner's Report – Confirmation of Date of Delivery

Provincial Collective Bargaining Agreement – Supplemental Employment Benefits (8.4.1.2)

The information provided will be used solely to verify the date of delivery to support my claim for Supplemental Employment Benefits.

Part 1: Teacher Identification and Authorization

LAST NAME

FIRST NAME

INITIAL

I hereby authorize the release of information requested in Part 2 below to the relevant administrative personnel of the Board of Education of the _____ School Division to verify this claim for SEB Plan benefits in accordance with the Provincial Collective Bargaining Agreement.

TEACHER'S SIGNATURE

DATE (D/M/Y)

Part 2: Attending Practitioner's Statement

ACTUAL DATE OF DELIVERY (D/M/Y)

Physician's Signature: _____

Physician's Name and Address:
(please print or use stamp)

Date: _____

Telephone: _____

Appendix C

Form 8-III

Calculation – SEB Plan Payment

Provincial Collective Bargaining Agreement – Supplement Employment Benefits (8.4.3.1)

Teacher	Estimated Date of Birth of Child or Date of Delivery (Earlier) (A)
Annual Rate of Salary and Allowances in Effect (B)	Daily Rate (C)
SEB Plan Daily Rate (A x 95%)	EI Daily Rate (Weekly/5)
Commencement of Period as per 8.2.1(b)	Commencement of EI Benefit

Benefit Period:

Benefit Period	Date	Teaching Days	Teaching Days During	
			Period as per 8.2.1(b)	EI Benefit Period
Totals		(D)	(E)	(F)

Payment:

Benefits for part-time teachers are calculated as in the following example for a teacher on a 50% contract:
 $(.5B - C) \times D = .5BD - CD$

Period as per 8.2.1(b): $(B) \times (E) =$ _____

EI Benefit Period: $[(B) - (C)] \times (F) =$ _____

Total Payment Due (Add): $(G) =$ _____

Deductions:

Based on (G): Income Tax _____ CPP _____

Based on $(A \times D)$: TSC _____ or STRP _____

ICP _____ STF % _____

Based on (Teaching + SEB Plan Payment Days): STF Fee _____

Appendix D

Form 7-I

Verification of Sickness – Practitioner’s Report

Provincial Collective Bargaining Agreement – Sick Leave (7.5.5.1)

The information provided will be used solely to verify the teacher’s claim for sick leave.

Part 1: Teacher Identification and Authorization

LAST NAME FIRST NAME INITIAL

I hereby authorize the release of the information requested in Part 2 below to the relevant administrative personnel of the Board of Education of the _____ School Division to verify this claim for sick leave in accordance with the Provincial Collective Bargaining Agreement.

TEACHER’S SIGNATURE DATE OF BIRTH (D/M/Y) DATE (D/M/Y)

Part 2: Attending Practitioner’s Statement to Verify Sickness

1. Date of consultation: _____(D/M/Y)
2. The above-named teacher has been incapable of fulfilling teaching duties due to sickness:
 - a) from _____(D/M/Y) to _____(D/M/Y), **OR**
 - b) since _____(D/M/Y) **AND** will be incapable of fulfilling teaching duties:
 - (i) for less than 4 weeks until _____(D/M/Y); **OR**
 - (ii) until expected date of return _____(D/M/Y); **OR**
 - (iii) for at least: 4 weeks 6 weeks 3 months 6 months 12 months
3. Date of next medical review: _____(D/M/Y)
4. Has treatment been prescribed? Yes No

Physician’s Signature: _____ Physician’s Name and Address:
(please print or use stamp)
Date: _____

Telephone: _____

Costs associated with the completion of this form to be borne by the teacher.

Appendix E

Form 7-II

Second Opinion of Sickness – Practitioner’s Report

Provincial Collective Bargaining Agreement – Sick Leave (7.5.5.3)

The information provided will be used solely to verify the teacher's claim for sick leave.

Part 1: Teacher Identification and Authorization

LAST NAME

FIRST NAME

INITIAL

I hereby authorize the release of the information requested in Part 2 below to the relevant administrative personnel of the Board of Education of the _____ School Division to verify this claim for sick leave in accordance with the Provincial Collective Bargaining Agreement.

TEACHER'S SIGNATURE

DATE OF BIRTH (D/M/Y)

DATE (D/M/Y)

Part 2: Board Appointed Practitioner’s Statement to Verify Sickness

1. Date of consultation: _____(D/M/Y)
2. The above-named teacher has been incapable of fulfilling teaching duties due to sickness:
 - a) from _____(D/M/Y) to _____(D/M/Y), **OR**
 - b) since _____(D/M/Y) **AND** will be incapable of fulfilling teaching duties:
 - (i) for less than 4 weeks until _____(D/M/Y); **OR**
 - (ii) until expected date of return _____(D/M/Y); **OR**
 - (iii) for at least: 4 weeks 6 weeks 3 months 6 months 12 months

Physician's Signature: _____

Physician's Name and Address:
(please print or use stamp)

Date: _____

Telephone: _____

Costs associated with the completion of this form to be borne by the board.

Appendix F

Step Placement Chart

(Articles 2.1.1, 2.1.2 and 2.1.3)

This Step Placement Chart is used in conjunction with Article 2 of this Agreement to determine salary.

Principles of Placement

1. Every teacher with the same number of completed years of experience should be placed on the Step Placement Chart at the intersection of the number of completed years of experience and the current school year.
2. Teachers, together with their employing board of education, need to re-assess their placement on the Step Placement Chart annually until such time as their placement is in a square marked with an *.
3. The accumulation of days for increment purposes begins on the date of placement on the salary grid.

Number of Completed Years of Experience	School Year										
	02-03	03-04	04-05	05-06	06-07	07-08	08-09	09-10	10-11	11-12	12-13
0	1*	1	1	1	1	1	1	1	1	1	1
1	1	2*	2	2	2	2	2	2	2	2	2
2	2	2	3*	3	3	3	3	3	3	3	3
3	3	3	3	4*	4	4	4	4	4	4	4
4	4	4	4	4	5*	5	5	5	5	5	5
5	5	5	5	5	5	6*	6	6	6	6	6
6	6	6	6	6	6	6	7*	7	7	7	7
7	7	7	7	7	7	7	7	8*	8	8	8
8	8	8	8	8	8	8	8	8	9*	9	9
9	9	9	9	9	9	9	9	9	9	10*	10
10	10	10	10	10	10	10	10	10	10	11	11*
14 (see Note)	10	10	10	10	15	15	15	15	15	15	11

Note: Effective September 1, 2011, a teacher is placed at Step 11 at the commencement of 11 years of service in accordance with Article 3. In addition, all teachers with greater than 11 years of service shall be placed at Step 11.

In witness whereof the duly authorized representatives of the parties hereto have set their hands

at Regina, Saskatchewan this 4th day of October 2011.

Signed on behalf of the
Boards of Education and the
Government of Saskatchewan

Darlene Thompson
Darlene Thompson

Frances Bast
Frances Bast

Crandall Hrynkiw
Crandall Hrynkiw

Darren McKee
Darren McKee

David Spencer
David Spencer

Sandi Urban-Hall
Sandi Urban-Hall

Janet Foord
Janet Foord

Ronna Pethick
Ronna Pethick

Barbara Young
Barbara Young

Signed on behalf of the
Teachers of Saskatchewan

Gwen Dueck
Gwen Dueck

Steven Allen
Steven Allen

Sonja Susut
Sonja Susut

Colin Keess
Colin Keess

Memorandum of Agreement

Re: Good Practices and Dispute Resolution

Preamble:

1. The parties to this Agreement recognize that education is a human endeavour and as such acknowledge the need for personnel practices to be guided by the principles and values set out in the *Good Practices and Dispute Resolution* report of December 2002.
2. The parties to this Agreement recognize that good personnel policies and practices are based on the principles of due process and are the statutory responsibility of the employing board of education and their officials.
3. The parties to this Agreement recognize that good personnel practices involve the conduct both of employing boards of education and their officials and of employees and their representatives.
4. In acknowledging this, the Government of Saskatchewan recognizes that it has an important role to play in encouraging and supporting consistent application of its statutes, regulations and policies; in assisting in the resolution of disagreements related to them and in encouraging personnel practices that strengthen the publicly funded education system.

Background:

Whereas the parties to the *2000-2002 Provincial Collective Bargaining Agreement* signed a Memorandum of Agreement to establish a joint committee to undertake to create and maintain processes intended to assist in the interpretation and application of the Agreement, promote effective personnel and policy practices within Saskatchewan school divisions and assist in resolving disagreements;

Whereas *Good Practices and Dispute Resolution: the Report of the Joint Committee of the Parties to the Provincial Collective Bargaining Agreement* (December 2002) has been endorsed by the parties to the Agreement;

Whereas the parties to the Agreement have engaged in a series of initiatives aimed at building awareness, sharing best practices and enhancing skill development in human interactions within the education system as pertaining to the report; and

Whereas a decade has passed since the signatories committed to establish mechanisms for implementing the recommendations contained in the joint report, the parties to this Agreement recognize the need to review the recommendations in the *Good Practice and Dispute Resolution* report and agree to the following:

Agreement:

The parties to the *2010-2013 Provincial Collective Bargaining Agreement* agree:

1. A committee shall be established no later than January 31, 2012.
2. The committee shall consist of three members appointed by each of the Ministry of Education, the Saskatchewan Teachers' Federation and the Saskatchewan School Boards Association.
3. The Terms of Reference of the committee shall be:
 - (a) To review the principles and values, belief statements, educational community culture and goal statements contained in the *Good Practices and Dispute Resolution* report (December 2002);
 - (b) To review and affirm the "Statement of Commitment" as referred to on page 12 of the report within the context of the current educational environment;
 - (c) To review and renew the recommendations contained in the report within the context of the current educational environment; and
 - (d) To prepare an action plan for moving the recommendations forward for the consideration of the parties to the Agreement.
4. The committee shall report its findings and recommendations to the parties to the Agreement within the term of this Agreement.

In witness whereof the duly authorized representatives of the parties hereto have set their hands

at Regina, Saskatchewan this 4th day of October 2011.

Signed on behalf of the
Boards of Education and the
Government of Saskatchewan

Darlene Thompson
Darlene Thompson

Frances Bast
Frances Bast

Crandall Hrynkiw
Crandall Hrynkiw

Darren McKee
Darren McKee

David Spencer
David Spencer

Sandy Urban-Hall
Sandy Urban-Hall

Jane Ford
Jane Ford

Ronna Pethick
Ronna Pethick

Barbara Young
Barbara Young

Signed on behalf of the
Teachers of Saskatchewan

Gwen Dueck
Gwen Dueck

Steven Allen
Steven Allen

Sonja Susut
Sonja Susut

Colin Keess
Colin Keess

Letter of Understanding

Re: Access to Benefits for Teachers Employed in First Nations Schools

On October 25, 2007, the parties to the Provincial Collective Bargaining Agreement signed a Memorandum of Agreement (MOA) regarding Access to Benefits for Teachers Employed in First Nations Schools. This MOA committed the Government of Saskatchewan to coordinate research and consultations with stakeholders in exploring the possibility that teachers who teach in First Nations schools may become members of the Saskatchewan Teachers' Federation. As members, the teachers would thereby become eligible to participate in certain legislated pension and benefit plans that are negotiated between the parties to the Provincial Collective Bargaining Agreement. These "pension and benefit plans" include the Teachers Superannuation Plan, the Teachers' Dental Plan and the Teachers' Group Life Insurance (Compulsory) Plan.

To fulfill the Terms of Reference in the MOA, the Government of Saskatchewan established a Stakeholder Advisory Committee (SAC) in June 2008 to coordinate research and consultations pertaining to the MOA. The SAC includes representatives from the parties to the Provincial Collective Bargaining Agreement as well as the Northwest Nations Education Council, Aboriginal Affairs and Northern Development Canada, Federation of Saskatchewan Indian Nations, Health Canada and the Saskatchewan Teachers' Superannuation Commission. The research and consultations have addressed topic areas such as the potential impact of stakeholder groups, the potential cost impact and the identification of legislative and regulatory options. Representatives of the SAC have had opportunities to increase their understanding of the organizational and jurisdictional structures of the various stakeholder groups in relation to the MOA. Although progress has been made in some areas, the complexity of these issues, roles, responsibilities and relationships will continue to pose questions and implications that need to be addressed.

The Government of Saskatchewan, Boards of Education and the Saskatchewan Teachers' Federation have fulfilled their commitment as outlined in the 2007-2010 MOA. This letter confirms that these parties recognize the complexity of the issues identified through the research and consultation process. Furthermore, the above-named parties are prepared to continue to work together to enable teachers employed in First Nations schools to access full membership in the Saskatchewan Teachers' Federation, as well as participate in certain legislated pension and benefit plans negotiated between the teachers of Saskatchewan, and the Government of Saskatchewan and the Boards of Education of Saskatchewan (Teachers Superannuation Plan, Teachers' Dental Plan and Teachers' Group Life Insurance (Compulsory) Plan).

The parties to the Provincial Collective Bargaining Agreement agree to recommend that the Government of Saskatchewan place before the Legislative Assembly of Saskatchewan such amendments to *The Teachers Superannuation and Disability Benefits Act*, *The Teachers' Dental Plan Act* and *The Teachers' Life Insurance (Government Contributory) Act*; and to make such amendments to the regulations under the said Acts as are necessary to implement the provisions of this Letter of Understanding. Furthermore, the parties to the Provincial Collective Bargaining Agreement agree, in principle, to the proposed changes also outlined in the Addendum attached to this letter.

The signatories to this Letter of Understanding do not commit to funding in whole or in part the pension and benefit plans or other administrative mechanisms required to enact membership in these plans for teachers employed in First Nations schools.



Darlene Thompson
Chairperson
Government-Trustee Bargaining Committee



Gwen Dueck
Chairperson
Teachers' Bargaining Committee

Addendum to the Letter of Understanding

1. Teachers Superannuation Plan

That teachers teaching in schools in Saskatchewan that fall under federal jurisdiction who become members of the Saskatchewan Teachers' Federation in accordance with *The Teachers' Federation Act, 2006* and who have an interest in the Teachers Superannuation Plan shall become eligible to make contributions to the Teachers Superannuation Plan for such periods of time that they are members of the Saskatchewan Teachers' Federation.

2. Teachers' Dental Plan

That teachers teaching in schools in Saskatchewan that fall under federal jurisdiction, and who become members of the Saskatchewan Teachers' Federation in accordance with *The Teachers' Federation Act, 2006* shall become eligible to participate in the Teachers' Dental Plan for such periods of time that they are members of the Saskatchewan Teachers' Federation.

3. Teachers' Group Life Insurance (Compulsory) Plan

That teachers teaching in schools in Saskatchewan that fall under federal jurisdiction, and who become members of the Saskatchewan Teachers' Federation in accordance with *The Teachers' Federation Act, 2006* shall become eligible to participate in the Teachers' Group Life Insurance (Compulsory) Plan for such periods of time that they are members of the Saskatchewan Teachers' Federation.

4. The parties to this Memorandum agree that the funding and administrative mechanisms required to enact membership in these plans shall be subject to terms and conditions negotiated between and among the Government of Saskatchewan and the Saskatchewan Teachers' Federation.

